



All Seasons Houseboats & Holiday Park December 2020/January 2021 Competition TERMS & CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. The promoter is All Seasons Houseboats & Holiday Park, 818 Fifteenth Street, Mildura Victoria 3502. Phone 03 5023 3375.

Variables

3. The competition opens at 9am 19/12/2020 and closes at midnight 27/1/2021.
4. The winner will be determined at 10am on 1/2/2021 and the name of the winner will be posted to the All Seasons Houseboats & Holiday Park Facebook pages and Instagram accounts by 3/2/2021.
5. Once the winner has been drawn, all valid entries will belong to All Seasons, uploaded by All Seasons to YouTube.com, and displayed on the All Seasons Holiday Park and All Seasons Houseboat YouTube channels.

Eligibility

6. The competition is open to Australian residents only and staff and associated suppliers of All Seasons Houseboats & Holiday Park are not eligible to enter.
7. Entrants must be 18 years and over.

How to Enter

8. To enter, log onto the All Seasons Holiday Park or All Seasons Houseboats Facebook page or Instagram account and share a picture or video of current stay at All Seasons Holiday Park or onboard All Seasons Houseboats. By entering you have agreed to read these Terms and Conditions and be bound by these Terms and Conditions.
9. When submitting an entry, an entrant must comply with all applicable laws and regulations and must not post, submit or transmit any information, image, text or other material of any kind whatsoever: (a) that is not original material in which the entrant owns copyright, unless the entrant is authorised by the copyright owner to post or transmit that material for the purposes of the competition; (b) that violates or infringes upon the rights of any other person, including a persons intellectual property or privacy rights; (c) that is unlawful, offensive, threatening, abusive, defamatory, derogatory, obscene, vulgar, profane or indecent or that is sexual or pornographic in nature; (d) that vilifies, insults or humiliates any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability; (e) that identifies any person other than the entrant, unless the entrant has obtained the consent of that person to submit the material for the purposes of the competition; (f) that advertises or promotes any goods or services, websites, competitions or schemes or otherwise for commercial purposes; or (g) that is knowingly incorrect, misleading or deceptive.
10. By submitting an entry to the Competition, the entrant grants the promoter consent to using their picture(s) and/or video(s) for promotional or advertising purposes that may be displayed on the promoter's website, Facebook page and other social media.
11. Responsibility for the content of any information, image, text or other material submitted as an entry rests solely with the entrant who submits it.
12. Without limiting any other terms herein, each entrant indemnifies the Promoter and its directors, officers, employees, and agents (the Indemnified Parties) on a full indemnity basis for all direct and consequential loss and damage and liabilities, whether monetary or capable of being converted into money, suffered by any of the Indemnified Parties, as a result of, or caused or contributed to by, any act or omission, including any breach of any of these terms and conditions, by the entrant.

Judging

13. The winner will be chosen from all eligible entries.

Prize

14. There is one prize per property that consists of a \$250 accommodation voucher to be used at All Seasons Holiday Park or with All Seasons Houseboats.
15. Total prize value is \$250 x 2 + \$500.00.
16. Prize must be taken prior to 17 December 2021. Any unused value at the expiry date will be forfeited.
17. The prize is subject to availability and must be mentioned at the time of making the booking.
18. The prize is not valid during school holidays, long weekends, public holidays, local special events and other periods of peak demand.
19. The prize cannot be transferred or postponed or redeemed for cash.
20. The prize is for accommodation costs at All Seasons Holiday Park/All Seasons Houseboats only and does not include air fares, transfers or any other expenses incurred by the winner.

General Terms and Conditions

21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process, including where the Promoter reasonably suspects that an entry has been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or entries that have been submitted through the use of multiple identities, email addresses or accounts. Incomplete, indecipherable or illegible entries may be deemed invalid and errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. The Promoter's decision is final and binding, and no correspondence will be entered into.
23. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including as a result of mechanical tampering or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant, including any entries submitted by them; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.
24. Any cost associated with accessing the promotional website or Facebook page is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly, is prohibited and may render all entries submitted by that entrant invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as under any other similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any information, image, text or other material of any kind whatsoever submitted as an entry in this competition (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.
27. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to All Seasons Houseboats & Holiday Park and not to Facebook. The information you provide will be used for administering the competition.